

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM375409

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Collateral Assignment of Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Whitebridge Pet Brands, LLC		02/22/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	First Merit Bank, N.A.		
Street Address:	222 N. LaSalle Street		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	Administrative Agent: OHIO		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	2404069	BUDDY BISCUITS	
Registration Number:	2546390	BUDDY WASH	
Registration Number:	3108531	WAG MORE BARK LESS	
Registration Number:	3250278	WAG MORE BARK LESS	
Registration Number:	3394655	WAG MORE BARK LESS	
Registration Number:	3886680	KING VOLTAIRE	
Registration Number:	3681081	MUTTOS	
Serial Number:	86862372	PERFECT PAIRINGS	
Registration Number:	3660374	WAG MORE BARK LESS	
Registration Number:	3749612	BUDDY BISCUITS	
Registration Number:	3863752	BUDDY BISCUITS	
Registration Number:	4337900	BUDDY BISCUITS GRAIN FREE	
Registration Number:	4331555	BUDDY BISCUITS GRAIN FREE	
Registration Number:	4101001	TRICKY TRAINERS	
Registration Number:	3966513	WAG MORE BARK LESS	
Registration Number:	4592869	WAG MORE BARK LESS	
Registration Number:	4022517	BUDDY BISCUITS	
Registration Number:	4350692	DYNAMO DOG	
Registration Number:	3126264	TIKI CAT	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4438426	TIKI DOG
Registration Number:	3565937	PETITE CUISINE
Registration Number:	4592926	WAG MORE BARK LESS
Serial Number:	86886736	WELLMADE
Serial Number:	86524108	WHITEBRIDGE PET BRANDS
Serial Number:	86562532	WAG MORE, MY FRIENDS
Registration Number:	4592914	WAG MORE BARK LESS
Registration Number:	4412440	GOURMET CARNIVORE
Registration Number:	4817982	JUST THE TRICK TO TRAIN YOUR DOG
Registration Number:	2945624	CLOUD STAR
Registration Number:	3019055	CLOUD STAR
Registration Number:	4323918	CLOUD STAR
Registration Number:	2424552	CLOUD STAR
Serial Number:	86598473	AZURA
Serial Number:	86862384	BORN CARNIVORE

CORRESPONDENCE DATA

Fax Number: 3124607000

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-460-5000

Email: patentdocket_chi@seyfarth.com

Correspondent Name: Patrick T. Muffo

Address Line 1: 131 S. DEARBORN ST., SUITE 2400

Address Line 2: Seyfarth Shaw LLP

Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	072119-000061
NAME OF SUBMITTER:	Patrick T. Muffo
SIGNATURE:	/Patrick T. Muffo/
DATE SIGNED:	03/03/2016

Total Attachments: 8

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COLLATERAL ASSIGNMENT OF TRADEMARKS

This COLLATERAL ASSIGNMENT OF TRADEMARKS dated as of February 22, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Agreement") is executed by WHITEBRIDGE PET BRANDS, LLC, a Delaware limited liability company (the "Assignor"), to and for the benefit of FIRST MERIT BANK, N.A., as Administrative Agent (the "Administrative Agent") for the lenders (the "Lenders") from time to time party to the Credit Agreement described below.

RECITALS:

A. Pursuant to that certain Credit and Security Agreement of even date herewith entered into among Assignor, as Borrower, Whitebridge Pet Brands Holdings, LLC, a Delaware limited liability company ("Holdings"), the Administrative Agent and the Lenders (as originally executed and as may be amended, modified, supplemented, restated or replaced, the "Credit Agreement"), the Administrative Agent and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans and other financial accommodations to Borrower (collectively, the "Credit Facilities"). Capitalized terms used in this Trademark Agreement and not otherwise defined shall have the meanings given to them in the Credit Agreement.

B. Under the terms of the Credit Agreement, the Assignor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in, among other property, certain intellectual property of the Assignor, and has agreed to execute and deliver this Trademark Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

C. As a condition to the Lenders entering into the Credit Agreement and making the Credit Facilities available, the Lenders require that the Assignor enter into this Trademark Agreement in order to secure the Obligations and performance of the Assignor hereunder and under the Credit Agreement.

NOW, THEREFORE, for and in consideration of the foregoing premises, which are hereby incorporated herein as true, and the mutual promises and agreements contained herein, the Assignor and the Administrative Agent hereby agree as follows:

1. Grant of Security. Assignor hereby pledges and grants to the Administrative Agent for the benefit of the Lenders a security interest in and to all of the right, title and interest of Assignor in, to and under the following (the "Trademark Collateral"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of such Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Assignor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Agreement upon request by the Administrative Agent.

3. Loan Documents. This Trademark Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Administrative Agent with respect to the Trademark Collateral are as provided by the Credit Agreement and related documents, and nothing in this Trademark Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Agreement.

5. Successors and Assigns. This Trademark Agreement and all rights and liabilities hereunder and in and to any and all Trademark Collateral shall inure to the benefit of the Administrative Agent and its permitted successors and assigns, and shall be binding on the Assignor, its administrators, successors and assigns.

6. Governing Law. This Trademark Agreement has been made and entered into in Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois.

7. Duration and Effect. This Trademark Agreement shall remain and continue in full force and effect (notwithstanding, without limitation, the dissolution of Assignor) from the date hereof until all of the Obligations have been Paid in Full. Thereupon, this Trademark Agreement shall terminate and the Administrative Agent shall release any Trademark Collateral still subject to a lien to secure the Obligations which has not been sold or otherwise disposed of in accordance with the Credit Agreement and applied toward the satisfaction of the Obligations hereunder, and the Administrative Agent shall release its lien on any such Trademark Collateral,


and deliver any necessary assignment executed by the Administrative Agent in blank, at the Assignor's expense. Assignor acknowledges that this Trademark Agreement is and shall be effective upon execution by the Assignor and delivery to and acceptance hereof by the Administrative Agent, and it shall not be necessary for the Administrative Agent to execute any acceptance hereof or otherwise to signify or express its acceptance hereof to the Assignor.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Trademark Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ASSIGNOR:

WHITEBRIDGE PET BRANDS,
LLC

By: 
Name: Olivier Amice
Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

FIRST MERIT BANK, N.A.,
as Administrative Agent

By: _____
Name: Jacqueline M. Hopkins
Title: Managing Director

IN WITNESS WHEREOF, Assignor has caused this Trademark Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

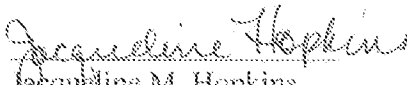
ASSIGNOR:

WHITEBRIDGE PET BRANDS,
LLC

By: _____
Name: Olivier Amice
Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

FIRST MERIT BANK, N.A.,
as Administrative Agent

By: 
Name: Jacqueline M. Hopkins
Title: Managing Director

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Country</u>	<u>Trademarks</u>	<u>Status</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States	BUDDY BISCUITS (+ design - dog head holding bone in mouth)	Registered (Renewed)	2,404,069	November 14, 2000
United States	BUDDY WASH (word mark, standard character claim)	Registered (Renewed)	2,546,390	March 12, 2002
United States	WAG MORE BARK LESS (word mark, standard character claim)	Registered	3,108,531	June 27, 2006
United States	WAG MORE BARK LESS (word mark, standard character claim)	Registered	3,250,278	June 12, 2007
United States	WAG MORE BARK LESS (word mark, standard character claim)	Registered	3,394,655	March 11, 2008
United States	KING VOLTAIRE (word mark, standard character claim)	Registered	3,886,680	December 7, 2010
United States	MUTTOS (word mark, standard character claim)	Registered	3,681,081	September 8, 2009
United States	PERFECT PAIRINGS	Pending	86/862,372	N/A
United States	WAG MORE BARK LESS (word mark, standard character claim)	Registered	3,660,374	July 28, 2009
United States	BUDDY BISCUITS (+ design, dog head with bone in mouth)	Registered	3,749,612	February 16, 2010
United States	BUDDY BISCUITS (+design, dog head with bone in mouth, 3 stars, 1 on collar and 2 on sides)	Registered	3,863,752	October 19, 2010
United States	BUDDY BISCUITS GRAIN FREE (Stylized and Design - cat)	Registered	4,337,900	May 21, 2013

United States	BUDDY BISCUITS GRAIN FREE (Stylized and Design - dog)	Registered	4,331,555	May 7, 2013
United States	TRICKY TRAINERS (word mark, standard characters)	Registered	4,101,001	February 21, 2012
United States	WAG MORE BARK LESS (word mark, standard character claim)	Registered	3,966,513	May 24, 2011
United States	WAG MORE BARK LESS (word mark, standard character claim)	Registered	4,592,869	August 26, 2014
United States	BUDDY BISCUITS (word mark, standard character claim)	Registered	4,022,517	September 6, 2011
United States	DYNAMO DOG (word mark, standard character claim)	Registered	4,350,692	June 11, 2013
United States	TIKI CAT (and Design)	Registered	3126264	August 8, 2006
United States	TIKI DOG	Registered	4438426	November 26, 2013
United States	PETITE CUISINE	Registered	3,565,937	Jan. 20, 2009
United States	WAG MORE BARK LESS	Registered	4592926	Aug. 26, 2014
United States	WELLMADE	Pending	86/886,736	N/A
United States	WHITEBRIDGE PET BRANDS	Allowed	86/524,108	N/A
United States	WAG MORE, MY FRIENDS	Published	86/562,532	N/A
United States	WAG MORE BARK LESS	Registered	4592914	Aug. 26, 2014
United States	WAG MORE BARK LESS	Registered	4592869	Aug. 26, 2014
United States	GOURMET CARNIVORE	Registered	4,412,440	October 1, 2013
United States	JUST THE TRICK TO TRAIN YOUR DOG	Registered	4,817,982	September 22, 2015
United States	CLOUDSTAR	Registered (Renewed)	2,945,624	May 3, 2005
United States	CLOUDSTAR	Registered	3,019,055	November 29, 2005

United States	CLOUDSTAR	Registered	4,323,918	April 23, 2013
United States	CLOUDSTAR (+Design Paw and Animal Prints)	Registered (Renewed)	2,424,552	January 30, 2001
United States	AZURA	Published	86/598,473	N/A
United States	BORN CARNIVORE	Pending	86/862,384	N/A